

SETTLEMENT AGREEMENT AND VOLUNTARY DISMISSAL BETWEEN
STATE COMMITTEE FOR SOCIAL WORKERS AND CHARLES OWINGS

Charles Owings (“Owings”) and the Missouri State Committee for Social Workers (“Committee”), by and through the Attorney General of the state of Missouri, hereby waive the right to a hearing in Administrative Hearing Commission Case No. 11-0929 SW and jointly agree to settle this matter pursuant to the terms set forth herein.

The parties acknowledge that they are aware of the various rights and privileges afforded them by law, including the right to appear and be represented by counsel at a hearing on the record regarding the petition filed by Owings with the Administrative Hearing Commission in Case No. 11-0929 SW; the right to present evidence at the hearing; and the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the issues addressed in the petition filed by Owings.

Being aware of these rights provided to the parties by operation of law, the parties knowingly and voluntarily waive each and every one of these rights and freely enter into this Settlement Agreement and stipulate to the following:

STIPULATIONS OF FACT

1. The Committee is an agency of the state of Missouri created and established pursuant to § 337.600, RSMo, for the purpose of licensing all persons

engaged in the practice of social work in this state. The Committee has control and supervision of the licensed occupations and enforcement of the terms and provisions of §§ 337.600 to 337.689, RSMo (as amended).

2. On or about January 3, 2011, Owings entered into a Consent Agreement and Order with the Kansas Behavioral Sciences Regulatory Board related to his Kansas clinical social worker license ("Order of the Kansas Board"). The Kansas Board found that Owings violated Kansas Regulation 102-2-7 Unprofessional Conduct for actions during his employment at TFI Family Services. The Board identified billing mistakes by Owings. The Board also determined he practiced in an incompetent manner in dealing with two client victims of sexual abuse. Owings admitted there were some billing mistakes and corrections were made. Owings was ultimately terminated from TFI Family Services and failed to notify the Kansas Board. The Board allowed Owings' Kansas license to continue subject to terms and conditions including two years supervision; no work with sexual abuse victims until further order of the Kansas Board; and continuing education on sexual abuse, women's issues, and records keeping. A copy of the Order of the Kansas Board is attached hereto as Exhibit A.

3. On or about February 28, 2011, Owings applied for licensure in Missouri as a clinical social worker. In addition to his application, Owings

included attestations from three supervisors: Susanne Bernhardt, Patricia Neeland, and Amy Bradley.

4. Susanne Bernhardt supervised Owings from June 1, 2006 through September 1, 2006, at Nevada Regional Medical Center. Bernhardt's attestation stated he was above average or excellent in all evaluation categories and recommended him without reservation.

5. Patricia Neeland supervised Owings from October 2006 through May 2008 at TFI Family Services in Pittsburgh, Kansas. Neeland's attestation stated:

a. Owings scored "not acceptable" in the following evaluation categories:

- i. Understanding of and adherence to approved standards of professional and ethical conduct;
- ii. Personal character: honesty, integrity, and general conduct;
- iii. Reputation among colleagues.

b. There were issues related to Owings' billing of time spent with clients.

c. Neeland's attestation stated that she does not recommend Owings for licensure.

6. Amy Bradley supervised Owings from December 2008 to July 31, 2009, and again from March 25, 2010 to February 18, 2011, at Nevada Mental

Health Services. Bradley's attestation rated Owings a four or five out of five in all but one of the evaluation categories and recommended him without reservation.

7. By order dated April 20, 2011 ("April 20 Order"), the Committee issued clinical social worker license #2011010985 to Owings subject to two years of probation and other terms.

8. Owings appealed the decision in the April 20 Order to the Administrative Hearing Commission.

9. The Committee has authority to deny or refuse a license application pursuant to § 337.630.1, RSMo, which provides:

The committee may refuse to issue or renew any license required by the provisions of sections 337.600 to 337.689 for one or any combination of causes stated in subsection 2 of this section. The committee shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of the applicant's right to file a complaint with the administrative hearing commission as provided by chapter 621, RSMo.

10. Pursuant to § 337.630.2, RSMo, the Committee may cause a complaint to be filed with the Administrative Hearing Commission as provided by Chapter 621, RSMo, against any holder of any license required by §§ 337.600 to 337.689 or any person who has failed to renew or has surrendered the person's license for the following causes:

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the

performance of the functions or duties of a social worker licensed pursuant to this chapter;

....

(13) Violation of any professional trust or confidence;

....

11. As an alternative to refusing to issue a license, the Committee may, at its discretion, issue a license subject to probation, pursuant to § 324.038.1, RSMo, which provides:

Whenever a board within or assigned to the division of professional registration, including the division itself when so empowered, may refuse to issue a license for reasons which also serve as a basis for filing a complaint with the administrative hearing commission seeking disciplinary action against a holder of a license, the board, as an alternative to refusing to issue a license, may, at its discretion, issue to an applicant a license subject to probation.

12. The parties have agreed to settle this matter to avoid the time, expense, and burden of litigation.

13. Owings' actions as described in paragraphs 4-8 of the Order of the Kansas Board constitute acts of incompetency in the performance of the functions or duties of a licensed clinical social worker and a violation of a professional trust or confidence for which discipline of his license is appropriate.

AGREED DISCIPLINE

14. The State Committee hereby withdraws and vacates its April 20 Order. The April 20 Order shall be void and of no further effect.

15. Pursuant to this Settlement Agreement, the Committee agrees to grant Owings a social worker license, which is placed on two years probation and subject to the terms and conditions set forth below. The period of probation shall constitute the “disciplinary period” and shall begin as of April 20, 2011. During the disciplinary period, Owings shall be entitled to practice as a clinical social worker under Chapter 337, RSMo, as amended, provided Owings adheres to all the terms of this Settlement Agreement.

During the aforementioned probation, Owings shall be entitled to present himself and serve as a licensed clinical social worker subject to the following terms and conditions:

- A. During the probationary period, Owings shall comply with all relevant provisions of Chapters 324 and 337, RSMo, and all applicable Committee regulations and all federal and state criminal laws. “State” includes the state of Missouri, all other states and territories of the United States, and the ordinances of their political subdivisions. In addition, Owings shall comply with all terms and conditions of the Kansas Order.
- B. Upon the successful completion of the terms of the Kansas Order and the terms of this agreement, the license of Owings shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Owings has violated any term or condition of this Settlement Agreement, the Committee may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke, or otherwise lawfully discipline Owings’ license. It shall be Owings’ responsibility to submit proof of successful completion of the Kansas Order to the Committee.

- C. Owings shall submit quarterly written reports to the Committee during the probationary period stating truthfully whether there has been compliance with all terms and conditions of this Settlement Agreement, including proof of his compliance with the terms of the Kansas Order. The first such report, pursuant to this Settlement Agreement, shall be received by the Committee on or before January 1, 2012 (The Committee acknowledges that Owings timely filed the reports that were required under the April 20, 2011, Order.
- D. Owings shall meet with the Committee or its representative at any such time and place as required by the Committee or its designee upon notification from the Committee or its designee. Said meetings will be at the Committee's discretion and may occur periodically during the probationary period.
- E. Owings shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the Committee when requested by the Committee or its designee.
- F. If Owings fails to comply with the terms of this Settlement Agreement, in any respect, the Committee may impose such additional discipline or other discipline that it deems appropriate, including revocation of the license.
- G. Owings shall keep the Committee apprised of his current home or work addresses and telephone numbers. Owings shall notify the Committee in writing within ten days of any change of home or work addresses or telephone numbers.
- H. This Settlement Agreement does not bind the Committee or restrict the remedies available to the Committee for any violation of §§ 337.600 to 337.689, RSMo, not specifically mentioned in this document.
- I. During the probationary period, Owings shall timely renew his license, timely pay all fees required for licensure, and comply with all other Committee requirements necessary to maintain his license current and active.

- J. If, at any time during the probationary period, Owings changes his residence from the state of Missouri, or fails to keep the Committee advised of all current places of residence and business, the time of absence or unknown whereabouts shall toll the disciplinary period and shall not be deemed or taken as an part of the probationary period.
- K. If, at any time during the probationary period, Owings ceases to maintain his Missouri license as current, the time of unlicensed status shall toll the probationary period and shall not be deemed or taken as any part of the probationary period.
- L. If the Committee determines that Owings has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Committee may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation.
- M. Any failure by Owings to comply with any condition of discipline set forth herein constitutes a violation of this Settlement Agreement.
- N. Unless otherwise specified by the Committee, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Committee shall be forwarded to: State Committee for Social Workers, P.O. Box 1335, Jefferson City, Missouri 65102.
- O. The Committee will maintain this Settlement Agreement as an open record of the Committee as provided in Chapters 324, 337, and 610, RSMo.

16. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any violations by Owings of Chapters 324 and 337, RSMo, or the regulations promulgated thereunder.

17. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open and public record of the Committee as provided in Chapters 324, 337, and 610, RSMo.

18. Owings agrees to abide by all of the terms of this Settlement Agreement.

19. Each party agrees to pay all of their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

20. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

21. Owings together with his agents and attorneys hereby releases the Committee, its respective members, employees, agents, and attorneys including former members, employees, agents, and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses, and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to

any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

22. This Settlement Agreement shall become effective 15 days after the document is signed by the Executive Director of the Committee.

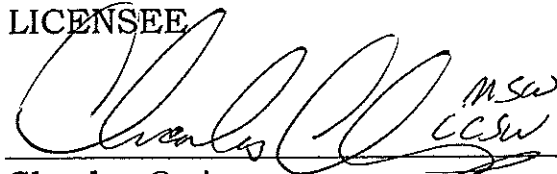
23. Upon the effective date of this Settlement Agreement, the Committee will notify the Association of Social Work Boards ("Association") to remove the April 20, 2011 Order concerning Owings from its database and ask the Association to notify all entities to which the Association may have sent the information. The Committee will also send the Association a new notice with language from this agreement.

24. In consideration of the foregoing, Owings shall voluntarily dismiss, with prejudice, his complaint in Case No. 11-0929 SW on or before the effective date of this Settlement Agreement.

WHEREFORE, the parties hereto have caused this Settlement Agreement to be executed personally or by their respective authorized agents or officers with authority to do so, and that they have fully read and understand this Settlement Agreement, that they acknowledge their right to consult with their

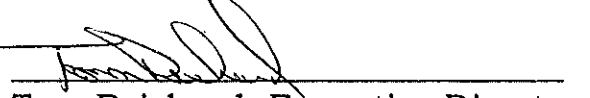
respective legal counsel regarding this Settlement Agreement, and that they are entering into this Settlement Agreement voluntarily and without promise or benefit other than as set forth herein.

LICENSEE

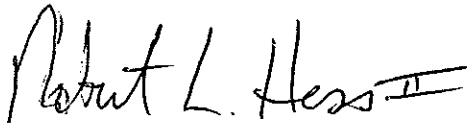

Charles Owings

Date: 12-7-11

STATE COMMITTEE FOR
SOCIAL WORKERS


Tom Reichard, Executive Director

Date: 12-14-11

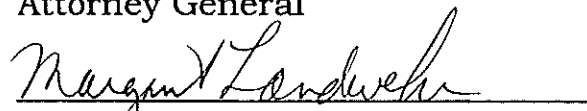


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